BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Developments of roads and drains at Attur, Ananthapura, 3rd phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09)

Estimate Cost: 500.00 Lakhs

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EXECUTIVE ENGINEER
YELAHANKA DIV

No: BBMP/EE/YNK.D/E-PMT/05/ 2020-21

BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **03-9-2020**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-3 and KW-4.**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **19-09-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Construction of additional class rooms and compound wall at Govt. Higher primary school (Bangala school) at Yelahanka old town in Kempegowda ward no:01	300.00	4.50	As per e-Procurement Portal	09 Months (including monsoon)
2	Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7)	400.00	6.00	As per e-Procurement Portal	06 Months (including monsoon)

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	division			Portal	
4	Developments of roads and drains at Venkatala, Kenchenahalli, Nagenahalli, Harohalli village and Drilling of borewells and providing pipe line at SC/ST areas in ward no:01 and 02 of Yelahanka Division (Package no:08)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
5	Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02	100.00	2.00	As per e-Procurement Portal	03 Months
6	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Chowdeshwari ward no:02	75.00	1.50	As per e-Procurement Portal	03 Months
7	Improvements to roads and drains at SC/ST areas in ward no:02 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
8	Improvements to Asphalting to roads and drains at Best county , Ambabhvaninagara , Ambabhavani layout , Prakruthi layout and surrounding areas in Attur ward no:03 of Yelahanka division (Package-06)	600.00	9.00	As per e-Procurement Portal	06 Months (including monsoon)
9	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Attur ward no:03	125.00	1.875	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Vishwanagara in ward no:03 of Yelahanka Satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
11	Improvements to roads and drains at Bettahalli Colony in ward no:03 of Yelahanka satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
12	Construction of CC roads in 4th phase and surrounding areas in ward no-3	100.00	2.00	As per e-Procurement Portal	03 Months
13	Developments of roads and drains at Attur, Ananthapura, 3rd phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
14	Providing multi colour shade lights at parks in ward no:03 and 04 of Yelahanka satellite town sub division	75.00	1.50	As per e-Procurement Portal	03 Months
15	Improvements to roads and drains at GKVK layout and Narayanappa layout in ward no:04	99.99	2.00	As per e-Procurement Portal	03 Months

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3. The Commissioner, BBMP for kind information.
4. Special Commissioner (Projects)/Additional Commissioner(Projects) for kind information
5. Engineer – in – Chief, BBMP for kind information.
6. Council Secretary to bring to notice of the Standing Committee (Major Works).
7. The Chief Engineer / yelahanka zone / (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Yelahanka zone/ Mahadevapura zone/ (SWD) for kind information.
8. The Superintending Engineer, yelahanka zone / (Road Infrastructure)/ South/East/West/ Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli/ Mahadevapura Zone for kind information.
9. Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No.-108, Plot No.-22, Sector-1, Kolkata-700107, India, for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. CAO / Chief Auditor for kind information.
12. IT Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
14. ACF (Yelahanka) / Accounts Superintendent / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
16. Notice board Office Copy.

Executive Engineer
Yelahanka Division
Bruhat Bangalore Mahanagara Palike

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

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12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.
e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  (i) Sign the Agreement; or
  (ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked **"ORIGINAL"** and **"COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

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1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger
with Signature

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

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the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

order (100%)

ss for Rs. 4.37 Crores within 06 Months from the date of work

The Site Possession Date is:[13] **Date of work order**

The Site is located at **Yelahanka Division Limits** [21]
and is defined in drawings

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [1.1]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15]. [31]
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[16]
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[17]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;[18]

R= Value of work as defined in Clause 40.1 of Conditions of Contract. [40]

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_L /100 \times R \times (L_i - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index[19] for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

L_i = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of labour component of the work

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[13] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

[14] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

[16] Employer to specify as per requirement. Exclusions if any should also be specified.

[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.

[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.

[19] The Index numbers are available in the web site *http://labourbureau.nic.in/indtab.html*

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	Circle No.13.01 (e)				
22	250.00 to 300.00mtrs (RDWS&SC Bangalore Circle SR 2019-20 P.No.124, Item No.13.01 (f)	Rmtr	150.00		
23	300.00 to 350.00mtrs (RDWS&SC Bangalore Circle SR 2019-20 P.No.124, Item No.13.01 (g)	Rmtr	150.00		
24	KSRB13-1.1 : Providing and fixing to wall, ceiling and floor galvanised / mild steel tube nominal bore with fittings (medium grade weight 1.27kg/mtr) B class including cost of all materials, labour charges, HOM and testing complete as per specifications. Specification No.KBS 13.2.14 / 13.8 (PWP, & IWTD SR 2018-19 Bangalore, P.No.92, I No.13.6) - do - 50 mm dia	Rmtr	1035.00		
25	Supply of ISI Mark nominal bore, plain end steel casing pipe-grade of steel Fe 410 of wall thickness conforming to IS 4270-2001 and latest amendments, electrical resistance welded steel tube material and conforming to IS 1387-1993 and manufactured by basic open hearth electric or basic oxygen process in random length of 5 to 7m. Both ends threaded conforming to IS 554-1985, one end fixed with socket conforming to IS 42702001 and the other end with screwed pipes. All pipes shall be resonably free from defects. The tubes shall be resonably straight and should be with ISI marking weighing 25.10kg/m. (exclusive of all taxes and duties). Prices include Collar-Medium duty (Page No.246 Item No.13.85 of RURAL DRINKING WATER & SANITATION CIRCLE BANGALORE FOR THE YEAR 2019-20)	Rmtr	180.00		
26	Providing and fixing MS casing collars as per IS 1239 (part-II) 1982 with all latest amendments if any for any dia. The thickness of plate used for covering one end shall be 3mm (minimum). The dimensions of caps and colars shall be strictly as per IS 1239 (PartII) 1982 with all amendments (Page No.246 Item No.13.86 of RURAL DRINKING WATER & SANITATION CIRCLE BANGALORE FOR THE YEAR 2019-20)	Each	33.00		
27	Providing and laying at site of work MS casing caps as per IS 1239 (part-II) 1982 with all latest amendments if any for any dia. The thickness of plate used for covering one end shall be 3mm (minimum). The dimensions of caps and colars shall be strictly as per IS 1239 (Part-II) 1982 with all amendments including cost of material and labour charges for fixing, if any etc. complete with all lead and lifts and as directed by the Engineer in charge (Page No.247 Item No.13.87 of RURAL DRINKING WATER & SANITATION CIRCLE BANGALORE FOR THE YEAR 2019-20)	Each	3.00		

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52	Scarifying bituminous course 50mm to 75mm thick along with premix carpet / surface dressing by mechanical means attached with scarifier without disturbing the base and stacking the debris including cost of all labour charges, HOM complete as per specifications.MORTH / Chapter 3 (Page No.146 & I.No.19.56)	Sqm	1906.00			
53	KSRB 4-1.6 ; Providing and laying in position plain cement concrete of Mix 1:2:4 with OPC @ 240kgs, with 20mm and down size graded granite metal coarse aggregates @ 0.878 cum and fine aggregtes @ 0.53cum, machine mixed, concrete laid in layers not exceeding 15 cms.thick, well compacted, in foundation, plinth and cills, including cost of all materials, labour, HOM curing complete as per specifications. Specification No. KBS 4.1, 4.2(P No. 13 / Item No.4.6)	Cum	7.80			
54	KSRRB M500-6. Providing and applying primer coat with S.S. bitumen emulsion on prepared surface of granular base such as WMM ,including clearing of road surface and spraying primer at the rate of 0.60 kg / sqm using mechanical means complete as per Specifications. MORTH Specification No. 502 Complete with all lead and lift and as per the direction of the Engineer-in-Charge. Page No. 158/ Item No. 21.6/ PWD SR 2018-19 Current Rate w.e.f 01/07/2020	Sqm	6103.59			
55	KSRRB M500- 15. Providing, laying dense graded bituminous macadam using 40/60 TPH capacity H.M.P with Mechanical paver Gr-II (50mm to 75mm), crushed aggregates of specified grading premixed with 4.5% VG 30 grade bituminous binder and , transporting the hot mix to work site , laying to the required level and grade, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH table 500-10 complete in all respects complete as per specifications MORTH Specification No.507 (P.No.160 It.No.21.17.6) Current Rate w.e.f 01/07/2020	Cum	305.18			
56	KSRRB 500-7:Providing and applying tack coat with bitumen emulsion using 80/100 grade bitumen (VG20) on the prepared black toped suface at 2.5kg per 10 sqm, heating bitumen in boiler fitted with spray set (Excluding cleaning of road surface) including cost of all materials, labour, HOM of Machineries complete as per Specifications . (P.No.158 & I.No.21.7) Current Rate w.e.f 01/07/2020	Sqm	6103.59			

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We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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